

**QUESTIONS/COMMENTS FROM INDUSTRY ON THE FINAL RFP FOR THE WEST VALLEY PHASE 1
DECOMMISSIONING – FACILITY DISPOSITION PROCUREMENT AND THE GOVERNMENT’S RESPONSES**

No.	Final RFP Section	Industry Question/Comment	Government Response
178.	C.5.0 C-22	<p>The “Objectives” section of C.5.0 (HLW Canister Storage) indicates that (a) spent nuclear fuel debris and (b) other HLW forms must also be stored in the new Canister Interim Storage System.</p> <ul style="list-style-type: none"> • Have these two categories of waste been determined to be HLW? • Have these legacy wastes been through the "Waste Incidental to Reprocessing" process and the final determination already been made? Where are these wastes/materials stored now? • Please provide photographs of these wastes in the CPC. • Was it DOE’s intent to have these miscellaneous items fit into the same over-pack? • What is the volume of these wastes/materials and container types? • Will these wastes/materials require sizing or treatment before being placed in storage containers? • Is the final disposal route for these wastes/materials the same as HLW Canisters? <p>Disposition of this waste stream provides a significant challenge to developing meaningful cost estimates and schedules unless the incumbent has already completed these analyses and has developed a disposition strategy. If so, please provide this documentation.</p>	<ol style="list-style-type: none"> 1. No, the only WVDP wastes determined to be High Level Waste (HLW) are the 275 canisters in the Chemical Process Cell (CPC). 2. No, these wastes have not been through a DOE O 435.1 Waste Incidental to Reprocessing (WIR) process. Most of these wastes are stored in the HLW Interim Storage Facility, a.k.a. CPC. A list of WVDP materials/equipment that have contacted HLW and will require a WIR can be found on page 22 of Amendment 001. These materials/equipment are stored in various facilities of the site as described in Table C-2. The offerors shall assume, strictly for purposes of proposals, that all these WIRs determination result in the materials/equipment being managed as low level radioactive waste. 3. Pictures of the evacuated canisters will be made available through this WVDP procurement website in the Documents Library. 4. Yes 5. The Spent Nuclear Fuel (SNF) is contained in two thirty-gallon drums. The evacuated canisters are the same size as the 275 HLW canisters. 6. It is up to the Offeror to propose an approach to complete the work required. 7. DOE expects these wastes to be dispositioned at the federal repository.
179.	C.5.0 C-22	<p>The second paragraph of the Section C.5.0 “Scope” write-up identifies a requirement for modified commercial Multi-purpose Canister to receive a Certificate of Compliance</p>	<p>DOE expects that the Contractor obtain either an NRC or DOE Certificate of Compliance (COC) for shipment. The storage of the High Level Waste (HLW) will be conducted under a DOE Safety</p>

No.	Final RFP Section	Industry Question/Comment	Government Response
		<p>from both DOE and NRC.</p> <p>Was it DOE's intent that the successful bidder obtain certification from both agencies or just DOE, following the guidance from 10 CFR Part 71</p>	<p>Basis.</p> <p>DOE will modify Section C.5.0 to state as follows C.5.0 HIGH LEVEL WASTE CANISTER STORAGE</p> <p>High Level Waste Canister Relocation</p> <p><u>OBJECTIVE</u></p> <p>The Contractor shall be responsible for the safe efficient removal and relocation of 275 Vitrified High Level Waste (HLW) Canisters, two evacuated canisters, spent nuclear fuel debris from the HLW Interim Storage Facility [former Chemical Process Cell in the Main Plant Process Building (MPPB)], and other HLW forms as may be applicable, to a new Canister Interim Storage System.</p> <p><u>SCOPE</u></p> <p>The Contractor shall design, construct and operate a HLW Canister Interim Storage System. The system shall be located on the south plateau of the WVDP. The Contractor shall design and construct necessary MPPB egress pathways, move and safely store the canisters in a system and configuration such that the canisters may be stored and maintained for a minimum of 50 years without system modification. At the end of the long-term storage period, the canisters shall be in a condition that allows for immediate off-site shipment to a federal repository. The Contractor shall provide a canister over-pack used in storage that is capable of being mated to any current Spent Nuclear Fuel shipping cask without the need for repackaging. The Spent Nuclear Fuel shipping cask and canister overpack shall have or be capable of having a U.S. Nuclear Regulatory Commission (NRC) (10 CFR 71) or DOE Certificate of Compliance for HLW shipping. The canister storage design shall use any dry cask system similar to technology currently used to store Spent Nuclear Fuel from operating electric generating utilities in dry-cask systems. The Contractor shall provide a Documented Safety Analysis in order to obtain both DOE and NRC Safety Evaluation Reports.</p> <p>The design shall take into account the physical and radiological</p>

No.	Final RFP Section	Industry Question/Comment	Government Response
			<p>characteristics of the vitrified HLW canisters, as well as the characteristics of the evacuated canisters, and other wastes or nuclear materials requiring storage and disposal. The design shall provide for the future need to remove the canister over-packs from storage, load them directly into a shipping cask having a DOE or NRC Certificate of Compliance, and to safely and efficiently ship them.</p> <p>The Contractor shall be responsible for designing and making all modifications necessary to existing facilities, (e.g., the Main Plant Process Building, the Load-In/Load-Out Facility, site roadways) to accomplish the relocation of the designated waste forms.</p> <p>All waste generated in the performance of this scope shall be characterized, processed, and packaged. All Transuranic (TRU) waste shall be packaged in accordance with the Waste Acceptance Criteria and the contact handled TRU and remote handled TRU packaging instructions for the Waste Isolation Pilot Plant. All waste with a pathway for disposal shall be shipped and disposed at an approved disposal facility. The Contractor shall avoid generating waste that does not have a pathway for disposal.</p>
180.		Please provide the latest Site Treatment Plan update.	The latest Site Treatment Plan update has been posted in the Documents Library of the West Valley Phase 1 Decommissioning – Facility Disposition web site.
181.		Please provide any available drawings for facilities identified in the scope of the contract.	Links to some of these drawings have been posted in the Documents Library of the West Valley Phase 1 Decommissioning – Facility Disposition web site. The remaining drawings are available as Export Controlled Information (ECI). To request ECI, prospective Offerors shall follow the instructions on the Requesting Sensitive Information section of this web site.
182.	Resubmittal of previous comments/questions Section C	In Clause C.5.0/Objective, This section introduces the scope item concerning relocation of the HLW canisters. It also speaks to “two evacuated canisters, spent nuclear fuel debris ... and other HLW forms as may be applicable....” This information is not specific enough for us to determine how many canisters are necessary and their size. We will	Offerors should assume, strictly for the purposes of their proposals, that the Spent Nuclear Fuel (SNF) is limited to two thirty-gallon drums presently located in the Chemical Process Cell. The two evacuated canisters are the same size as the 275 HLW canisters and they together constitute the assumed HLW. Other equipment and materials listed in Amendment 001 Attachment L-11 table that may have come in contact with HLW will need a waste determination by

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		<p>need additional information to truly cost moving all of the material other than the 275 glass logs. Please provide either additional detailed information of what needs to be moved (sizes, levels of radiation, etc.) or standard assumptions for each bidder to use for its approach and costing. We specifically, request clarification of the following information.</p> <ul style="list-style-type: none"> • Physical description of waste forms and/or the storage package • Storage Package <ul style="list-style-type: none"> ○ Size and shape of the package ○ Are the packages sealed ○ Does the waste require repackaging for transportation ○ What are handling methods for the packages • Actual location of waste and/or packages in the plant • The radiological characteristics of the package 	<p>following the DOE O 435.1 Waste Incidental to Reprocessing (WIR) process. These equipment and materials are stored in facilities throughout the site as described in Table C-2. Offerors should assume strictly for the purposes of their proposals that the resultant outcome of these WIRs is that all of the equipment and materials are determined to be Low Level Waste. The aforementioned assumptions are strictly limited to the purpose of proposing offers and do not suggest a future action or decision.</p>
183.		<p>In order for offerors to prepare the estimate of cost properly, please provide a list of the outstanding litigations for which the Offeror will be responsible for managing. Also please provide the estimated cost impact of those litigations to incorporate such into the estimate of cost.</p>	<p>Brief descriptions and the total amount spent thus far for the three active litigations are as follows:</p> <p>1) David F. Brown v. WVES; David Pritchard; Richard Love; Bryan Schwabenbaur; Cattaraugus County Sheriff's Office; Dawn Samborski. Case Number 10CV210. Plaintiff alleges abuse of power by defendants; deprivation of a protected property interest without due</p>

No.	Final RFP Section	Industry Question/Comment	Government Response
			<p>process in violation of the 14th Amendment; deprivation of rights under the 1st amendment; violation of 14th amendment of the U.S. Constitution.</p> <p>Government refused a request from contractor to engage outside counsel. Cost incurred by DOE: \$0.00</p> <p>2) Anna Stranz v. NYSERDA v. WVNSCO. Case Numbers 2005-10306 and 2005-10316. NYSERDA seeks indemnification from WVNSCO with respect to a complaint filed by Anna Stranz regarding alleged injuries sustained as a result of a slip and fall on November 7, 2002 at the WVDP.</p> <p>Government allowed contractor to retain outside counsel. Cost incurred by DOE to date: \$82,241.74</p> <p>3) Robert Timmel v. West Valley Nuclear Services. Case Number 09-CV-0005. EEOC complaint alleging unlawful employment practices on the basis of disability brought under the Americans with Disabilities Act and the Human Rights Law of the State of New York.</p> <p>Government allowed contractor to retain outside counsel. Cost incurred by DOE to date: \$107,886.93.</p> <p>Offerors should not include the estimated cost impacts for the litigations stated above in its proposed cost for this solicitation.</p>
184.	C.1.4 C-18	Does the contractor need to assume any existing contracts for packaging, transportation, or disposal from the previous contractor? Please provide copies of all existing DOE prime and WVES subcontracts and affiliate agreements.	<p>The contract awardee will not be required to assume any existing incumbent subcontracts.</p> <p>A list of the current WVES subcontractors has been posted in the Documents Library of the West Valley Phase 1 Decommissioning – Facility Disposition web site under “West Valley Environmental Services Contract General Information.”</p> <p>This list is for information only. It is up to the Offeror to determine what subcontracts are necessary to complete the work proposed.</p>
185.	C.2.0 C-19	Section C.2.0, Site Operations, Maintenance, and Utilities,	The design criteria, including a description of the analytical capabilities, of the Environmental Analytical Annex can be found in

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		Item i, identifies laboratory services as an operations function. The RFP provides no details regarding the functions or capabilities of the onsite laboratory(s). To ensure that all offers assume the same level of effort for laboratory related activities, would DOE please provide a list of functions and analytical capabilities of the analytical laboratory(s)? Conversely, DOE could make these activities a plug number in the cost proposal, since the level of effort should be the same regardless of contractor.	WVNS-DC-058 which is available at the Documents Library of the West Valley Phase 1 Decommissioning – Facility Disposition web site.
186.	L.5.i.viii L-29	Attachment L-11 includes a list of all waste volumes on site effective June 30, 2011, but does not provide volumes of waste to be assumed for facility demolition and soil remediation. To avoid large variations in estimated cost, please provide a table of waste volumes and types to be generated from facility demolition and soil remediation.	The information needed to estimate the volume building debris from facility demolition has been previously provided. This information includes, but is not limited to, building drawings, the “Environmental Assessment for the Decontamination, Demolition, and Removal of Certain Facilities at the West Valley Demonstration Project, Table 3, and the “Site Tour and Facility Description”. It is up to the Offeror to determine the amount of waste volumes that will be generated as a result of its proposed technical approach. Soil remediation is not included in the Performance Work Statement. Soil remediation is not an expected objective in Section C6.6.in that it should be considered incidental to the removal of building floor slabs, pads and foundations.
187.	General	<p>We recommend the inclusion of a benefits retention clause like that which is present in the B&W Pantex contract (Clause provided below for information). In brief, the clause states that employees are allowed to retain their benefits based on years-of-service when transferring to or from a contractor Team Member company. This improves access to highly qualified personnel who might otherwise be unwilling to risk their company time-in-grade benefits for an assignment on the WVDP project.</p> <p>II. BENEFITS PROGRAM.</p> <p>A. Policy/Objectives.</p> <p>5. a. For employees who were employed at the Pantex Plant on or before December 19, 2005, the following clause</p>	DOE is currently evaluating whether the inclusion of this clause is warranted, however, due to the complexity of this issue, the reviews required to reach a decision will not be completed in time to include the recommended clause in the solicitation before it closes. Therefore, if the decision is made to include the clause in the contract resulting from this solicitation, such inclusion will be done after the contract is awarded.

No.	Final RFP Section	Industry Question/Comment	Government Response
		<p>applies: (RA # 18) B&W Pantex employees transferring directly from companies affiliated with Bechtel, Honeywell and B&W Technical Services will retain their continuous or credited service for purposes of determining eligibility and vesting for vacation, severance pay, eligibility to participate in the 401(K) plan and the pension plan, entitlement to retiree medical benefits, and entitlement to early retirement benefits and early commencement of deferred vested benefits under the pension plan. Only the time the employee participates in the B&W Pantex pension plan will be used in the calculation of pension benefits.(RA #18)</p> <p>b. For employees who are employed at the Pantex Plant after December 19, 2005, the following clause applies: (RA #18)</p> <p>B&W Pantex employees transferring directly from companies affiliated with Bechtel, Honeywell, and B&W Technical Services will retain their continuous or credited service for years of work performed on DOE related contracts for purposes of determining eligibility and vesting for vacation, severance pay, eligibility to participate in the 401(k) plan and the pension plan, entitlement to retiree medical benefits, and entitlement to early retirement benefits and early commencement of deferred vested benefits under the pension plan. This credit is associated with DOE contract related service at production plants, laboratories, EM sites, and other sites managed by the DOE and corporate sites whose principal business are DOE contracts. Employees transferring directly from companies affiliated with Bechtel, Honeywell and B&W Technical Services who have not performed work on DOE related contracts or at corporate sites whose principal business is DOE contracts will retain the continuous or credited service date recognized by the affiliated company from which they transfer only for the purpose of entitlement to vacation, savings plan, pension plan vesting, and early retirement. Only the time the employee participates in the B&W Pantex pension plan will be used in the calculation of pension benefits.</p>	

No.	Final RFP Section	Industry Question/Comment	Government Response
		<p>For purposes of this clause, “DOE” represents the Department of Energy, including the National Nuclear Security Administration and Naval Reactors.</p> <p>c. B&W Pantex may on a case-by-case basis, with the advance approval of the Contracting Officer, extend the benefits in accordance with paragraph 5.a. to corporate personnel possessing unique capabilities needed at Pantex where employment and relocation of the individual may be otherwise unattainable.(RA # 18)</p> <p>d. On a case-by-case basis and with the advance approval of the Contracting Officer, B&W Pantex may revise the service date of employees who were previously employed at other Department of Energy sites. This revision will be made in accordance with paragraph 5.a or 5.b of this section and may be requested for either continuous or interrupted service. (RA #23-Revision 1)</p>	
188.	C.5.0 Pages C-22 B-4	The HLW canister storage tasks states that we shall relocate “spent nuclear fuel debris”... and “other HLW waste forms” to the Canister Interim Storage System in addition to moving the HLW canisters. Please clarify what the type, form and quantity of the “spent nuclear fuel debris” and “other HLW waste forms.”	Offerors should assume, strictly for the purposes of their proposals, that the Spent Nuclear Fuel (SNF) is limited to two thirty-gallon drums presently located in the Chemical Process Cell. The two evacuated canisters are the same size as the 275 HLW canisters and they together constitute the assumed HLW. Other equipment and materials listed in Amendment 001 Attachment L-1 table that may have come in contact with HLW will need a waste determination by following the DOE O 435.1 Waste Incidental to Reprocessing (WIR) process. These equipment and materials are stored in facilities throughout the site as described in Table C-2. Offerors should assume strictly for the purposes of their proposals that the resultant outcome of these WIRs is that all of the equipment and materials are determined to be Low Level Waste. The aforementioned assumptions are strictly limited to the purpose of proposing offers and do not suggest a future action or decision.
189.	Attachment C-2 C.6.1 L.11 Pages C-26 C-39	Attachment C-2 states that the contract starting point for the MPPB (PWS C.6.2, Page C-26) is “decontaminated and deactivated” (i.e., all contamination has been removed or significantly reduced). Please clarify that we are to assume that the MPPD will be totally decontaminated and	Amendment 001 provided updated information regarding the contract starting conditions in the Main Plant Process Building (MPPB) including depth of contamination, contamination mechanisms and radiological postings.

No.	Final RFP Section	Industry Question/Comment	Government Response
		deactivated when the offeror takes over the project. See also questions 131, 132 and 133 below:	
190.	Section C: Performance Work Statement; Section C.6.0 Facility Disposition; Subsection C.6.1 MPPB Demolition & Removal- CLIN 003 Page C-25	<p>Facility Starting Conditions: Paragraph 5, on page C-25, states: “Almost all surfaces will have dose rates less than 200 mrem/hr on contact. However the stainless steel cell liners in the General Purpose Cell, Process Mechanical Cell, and Extraction Cell #1 may generate much greater external dose once they are exposed.”</p> <p>(1) Please clarify whether the 200 mrem/hr contact dose rate referred to above applies to the hot cells, the operating area walls, and the floor areas, or is this value limited to a particular area (i.e. warm aisles and contact operating areas)</p> <p>(2) Question: Does Table 4-7 (page 4-18) of the Phase 1 Decommissioning Plan entitled “Measured Maximum Gamma Radiation Levels in the Process Building Area” reflect the facility starting conditions for the General Purpose Cell, Head-end Ventilation Cell and Process Mechanical Cell? Can DOE provide equivalent values for the Extraction Cells #1, #2 and #3? If this table is not accurate, please provide the correct starting conditions.</p> <p>(3) Question: Does Table 4-6 (page 4-17) of the Phase 1 Decommissioning Plan entitled “Estimated Total Activity in Representative Process Building Areas” accurately depict the starting conditions in the various cells identified? If not, please provide the correct starting conditions.</p>	Amendment 001 provided updated information regarding the contract starting conditions in the Main Plant Process Building (MPPB) including depth of contamination, contamination mechanisms and radiological postings. If there is a discrepancy between the information provided in the Phase 1 Decommissioning Plan and the solicitation, Amendment 001, and answers to questions, the information in the solicitation, Amendment 001, and answers to questions takes precedence.
191.		If the tanks and vessels are below the 100-foot reference elevation, do they require removal?	Yes
192.	C.2.1 C-20	The dams associated with the reservoirs referenced in RFP Section C.2.1 (page C-20) are designated and currently maintained as Class A (low hazard) dams. The regulation indicated in C.2.1 on page C.21 (6 NYCRR Part 673, Dam Safety Regulations, Section 673.13) “shall apply for each	The dams are currently classified as Class A by NYSDEC. It is DOE’s position that a dam failure would cause significant interruption to site operations and the ability to use the railroad tracks for waste shipping and therefore the Contractor will be required to comply with the engineering assessment requirements found in 6 NYCRR Part 673,

No.	Final RFP Section	Industry Question/Comment	Government Response
		dam due to the potential impacts of dam failure on the rail line supported by the dams”. 673.23 refers only to Class “B” and Class “C” dams. Is it the government’s intent to manage as Class B or C, or should a different standard apply?	Dam Safety Regulations, Section 673.13 with respect to each dam. DOE does not intend to pursue a formal change in the NYSDEC Class A classification of the dams.
193.	Attachment L-11 L-xx	Please clarify what legacy waste will still require reprocessing and/or repackaging under the Phase 1 contract to meet disposal site and DOT waste acceptance criteria before they can be shipped? Please clarify what TRU waste will require repackaging?	All legacy waste, including TRU waste, is expected to be processed, characterized and profiled, and packaged appropriately for transportation as a starting condition of the contract.
194.		What is the status of the “estimated waste volumes in storage on-site at WVDP” presented in Attachment L-11? Can we assume that it is sufficiently characterized and properly packaged for final shipment and disposal? If not, what further processing, characterization, or repackaging is required?	All legacy waste, including TRU waste, is expected to be processed, characterized and profiled, and packaged appropriately for transportation as a starting condition of the contract.
195.	Clause K.1(c)(1)(xix) FAR Clause 52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification is indicated as being applicable to this solicitation and indicates we should have this clause certified in ORCA. This clause is not included in the ORCA certification, but it does indicate that it applies to all solicitations. How does DOE want us to acknowledge this clause in our Section K response since it is not included in the ORCA certification? Do we need to provide a separate acknowledgement of some kind relative to the applicability of this clause?	Offerors should include the certification required by this clause in Volume 1 of its proposal. An amendment will be issued to make this change.
196.	Clause K.3 FAR 52.230-1	Cost Accounting Standards Notices and Certification, the formatting does not appear to be correct. The check boxes at K.3 I. (c) (1), (2), (3), (4) and II are missing and instead have asterisks where it appears that the check boxes should be located.	Offerors should consider the asterisks to be check boxes for the purposes of Section K.3.I and K.3.II of the solicitation.
197.	Section B	Section B implies that fee would not be paid until full acceptance of all completion criteria for those CLINs defined as PBI CLINs. There are provisions for fee adjustments based on schedule and cost, but we are	It is DOE’s intent to provide provisional fee payments during the course of the contract resulting from the solicitation. An amendment will be issued to add a provisional payment of fee clause to Section B

No.	Final RFP Section	Industry Question/Comment	Government Response
		providing a single completion date and a total target cost, again implying that no adjustments or fee payments could be made until full completion of the CLIN. This scenario could create a very difficult cash flow scenario for these activities. For CLIN 002, High Level Waste Canister Storage, for example, offerors would seemingly be performing tens of millions of dollars of work over multiple years without any fee compensation, culminating in DOE paying a very large lump sum fee payment years after much of the work is completed. Is this the intent of the current PBI fee structure? Does the PBI fee structure allow for establishing interim PBI milestones for partial fee payment? In the case of CLIN 002, interim milestones could be created at points such as CD approval leading to construction, completion of operational readiness review and beginning of HLW movement, and interim milestones related to the HLW movement.	of the solicitation.
198.	Section L.2(i)	Section L.2 (i) indicates that the proposal must be typed using Arial or Times New Roman font type. Is Arial Narrow an acceptable font type as a part of the Arial family of font types?	Offerors shall use only Arial or Times New Roman font. Arial Narrow shall not be used.
199.	Attachment L-5	Attachment L-5 now states for “following periods: calendar year Year-to-Date (YTD), 2010, 2009, 2008 and 2007” and in italics [<i>For the five periods, select the current year and the four most recent years</i>]. Given that 2010 is calendar YTD, the form allows only for four years: the current year and the three most recent years. Please clarify if the form should address YTD (2010), 2009, 2008, 2007, and 2006, in order to provide information for the current year and the four most recent years.	Attachment L-5 should address YTD (2010), 2009, 2008, 2007 and 2006.
200.	Section L.4(d)(3), Amendment 1, Item 57, page 37 of 41 and Question 135	DOE directs Offerors to submit its ES&H past performance information for the following periods: “ calendar year Year-to-Date (YTD), 2010, 2009, 2008 and 2007. ” As the current year-to-date and 2010 are one and the same, this would result in Offerors providing data for four (4) years. Please confirm that the Government is seeking ES&H data for calendar YTD (i.e., 2010 YTD), 2009, 2008, and 2007.	Attachment L-5 should address YTD (2010), 2009, 2008, 2007 and 2006.
201.		The Government Response to Industry Question/Comment	

No.	Final RFP Section	Industry Question/Comment	Government Response
		#61 states “The WVDP Facilities are not entered into FIMS since it is not a federally owned facility”. Table H.1 in clause H.17, Government Furnished Services and Items states that DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract and this list includes Facility Information Management System (FIMS). Please clarify if the Contractor will be required to maintain the WVDP information in FIMS.	The Contractor will be required to input and maintain any Facility Information Management System (FIMS) data that may be required during performance of the contract.
202.		Please provide instructions as to how Target Schedule Fee, Target Cost Incentive Fee, and Target Award Fee are to be populated in Attachment L-8, Summary of Cost Worksheets. Each worksheet in this excel workbook only has one line for the Offeror to add “Proposed Award Fee”. Can the Offeror’s modify the “Summary of Cost Element by FY” to capture the three fee components at the summary level? Are the Offeror’s required to calculate and provide the Target Award Fee, which is 20% of the Total Contract Target Fee, at the lowest levels of the WBS as provided in Attachment L-8, Summary of Cost Worksheets?	For the purposes of Attachment L-8 of the solicitation, Offerors should calculate “Proposed Award Fee” using the same percentage the Offeror uses to calculate the Total Target Fee proposed in Section B.2.2 of the solicitation.
203.	Amendment 1 Paragraph B.2.6.a Table 1	<i>Milestones, Completion Dates and Schedule Incentive Fee Amounts</i> note (h) (page B-5) makes reference to “...schedule for Milestone 1”. It appears this is incorrect and should read ...“schedule for Milestone 4”. Please clarify.	The reference to Milestone 1 in Note (h) of “Table 1 - Milestones, Completion Dates and Schedule Incentive Fee Amounts” in Section B.2.6.a of the solicitation is incorrect. It should reference Milestone 4. An amendment will be issued to change this.
204.		After review of Section B of the amended RFP, we do not understand several aspects of the revised fee approach. Would DOE please clarify the following specific questions/concerns regarding what exactly governs the payment of fee? <ul style="list-style-type: none"> - When can incentive fee be invoiced after completion of each milestone? - Will the contractor be allowed to 	It is DOE’s intent to provide provisional fee payments during the course of the contract resulting from the solicitation. An amendment will be issued to add a provisional payment of fee clause to Section B of the solicitation.

No.	Final RFP Section	Industry Question/Comment	Government Response
		<p>draw down incentive fee based on interim milestones or accepted cost/schedule data of performance and progress?</p> <ul style="list-style-type: none"> - Does FAR requirement 52.216-10 on Incentive Fee apply? This requirement allows contracting officers to set up interim milestones and schedules for fee payment. Does DOE intend to do so in this case? 	
205.		<p>Based on the newly described fee arrangement presented in Amendment 1, it appears that up to 80% of the earned fee could be withheld until project completion (up to 7 years). Will there be a provision for periodic payments of cost and schedule incentive fee based on measurement of actual project cost and schedule performance against interim milestones (beyond those listed in Section B)? As presented, it also appears that the Offeror could earn incentive fee on early milestones but literally have to refund money to the government if the final milestone was missed significantly. Is it the government's intent that Offerors might be in a position of refunding already earned fee in the later years of the contract.</p>	<p>It is DOE's intent to provide provisional fee payments during the course of the contract resulting from the solicitation. An amendment will be issued to add a provisional payment of fee clause to Section B of the solicitation.</p> <p>It is DOE's intent that might be in a position of refunding already earned fee in the later years of the contract.</p>